

## **REMARKS/ARGUMENTS**

Claims 1, 3, 4, 7-9, 11, 12, 14, 17, 19, 20, 23-25, 27, 28, 33-35, 37, 38 and 40 have been amended to define applicants' invention. Applicants submit that the changes to these claims make explicit that which applicants believed to be already implicit and do not narrow the scope of protection defined by the claims.

By filing an accompanying Request for Continued Examination and the instant amendment, applicants hereby reopen prosecution in this instant matter in view of the Decision on Appeal, issued by the Board of Patent Appeals and Interferences (the "Board") and mailed on June, 19, 2006. Applicants appreciate the decision by the Board not to sustain the rejection issued in the Final Office Action of claims 1-40. However, applicants vehemently disagree with the Board's reasoning in the Decision, and have amended the above-identified claims to make explicit that the claim term, "licensed property" is not limited to a single software product that is licensed by "a plurality of licensors." Such a construction vitiates the scope of protection defined by applicants' claims.

In particular, the license compliance verification system of amended claim 1 (and of the corresponding method of amended independent claim 17) is unique in the software licensing field in the following main respect. It is intended to allow each licensor, i.e. software vendor, among many different licensors, having a respective product of a plurality of products that may be incorporated in a large computer data center, to be individually provided with feedback with respect to the licensor's respective product and with the assurance that the integrity of the local license manager has not been tampered with.

Respectfully, this is not merely a typical prior art license manager, as known and described in the background section of applicants' written specification, and in prior art cited by the Examiner. Many license managers are known that can handle the software applications of a large variety of licensors, i.e., of different software vendors. Also, as is reflected by the prior art cited by the Examiner, it is known to have license managers that prevent tampering or defeating the license restrictions.

No license manager is known or described in any of the two references of record, however, which "gathers data and the usage of the respective licensed products ... by reference to a plurality of respective licensors of the respective licensed products." Neither of the two

references cited by the Examiner in the Final Office Action provides a special “monitoring software” that interfaces with the license manager and extracts from it “licensor-specific data” and/or which then authenticates the retrieved data “based on a set of licensor-specific rules.”

As elsewhere provided in the claims, that specific information is then routed to the various licensors, whereby they obtain a feedback, which confirms the integrity and reliability of the local license manager.

The primary Bains reference describes an active “license manager” which dynamically (and online) manages the retrieving of application software through the logging, controlling and supervising the usage of licensed software. As described in the abstract of the Bains reference, the licensor identifies the current set of nodes that are using the software product and handles license data concerning conditions under which usage of the software product is permitted at any given node. Thereby, “the software product may thus include instructions to interface with the license server to cause enforcement of the licensed terms.”

Ginter et al. is concerned with a license manager that is capable of administrating licenses “distributed over a virtual distribution environment (VDE)”. It provides an “electronic highway” for administering licenses.

Neither of these references is designed for, nor discloses any mechanism or procedure for providing assurances to respective licensors that the operations of the local license manager have not been tampered with to defeat its functionality. It is at least possible that a sophisticated software operator might defeat the safeguards of the license manager of the Bains reference or of the VDE system of Ginter et al. and the licensors would never know this, because the licensors never get any feedback and information from the license manager which the present invention provides via an added layer of checks that produces results that are communicated to the licensors based on the specific rules of different licensors for the purpose of verification. With the invention, defeating the license manager is closer to being impossible.

Accordingly, it is submitted that claims 1 and 17 are clearly directed to patentable subject matter and so are all the remaining claims in the application, since each depends from one or the other of the independent claims and imposes further limitations thereon.

For the foregoing reasons, this application is believed to be in condition for allowance,  
for which action is earnestly solicited.

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